

Russell CSD

Russell EA/ISEA

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8/15/06 - 8/14/07

COMPREHENSIVE AGREEMENT

BETWEEN THE

RUSSELL COMMUNITY SCHOOL DISTRICT

AND THE

RUSSELL EDUCATION ASSOCIATION

CONTRACT COVERAGE:

AUGUST 2006 TO AUGUST 2007

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PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE I: PREAMBLE

Whereas, the Board and Association recognize and declare that providing a quality education for the students of Russell School District is their mutual desire, and that the character of such education depends upon the quality and morale of all involved (teachers, administrators, board members, and students), it shall be the mutual aim of the parties to this agreement to improve conditions for the benefit of all as required under the express provisions of this agreement.

Whereas, the Board has agreed to negotiate in good faith with the Association, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

ARTICLE II: RECOGNITION

A. UNIT

The Board hereby recognizes the Russell Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument issued by the PERB on the 8th day of June, 1984.

The unit described in the above certification is as follows:

Included: All professional employees of the Russell Community School District, including all full-time and regular part-time teachers, vocational teachers, learning disability teachers, remedial teachers, librarian, and counselors.

Excluded: Superintendent, full or half-time principals, athletic director, all non-professional employees, substitute teachers, and all other persons excluded by Section 4 of Chapter 20 of the Code of Iowa, 1975.

B. DEFINITIONS

1. The term "Board" as used in this agreement shall mean the Board of Education of the Russell Community School District or its duly authorized representatives.

2. The term "employee" as used in this agreement shall mean any bargaining-unit member represented by this Association as defined and certified by the Public Employment Relations Board.

3. The term "Association" as used in this agreement shall mean the Russell Education Association and/or its duly authorized representatives.

ARTICLE III: PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views by the parties involved in the negotiations. Therefore, both parties do agree to meet at reasonable times and places in a roundtable format to negotiate in good faith to reach agreement in accordance with Chapter 20 of the Code of Iowa. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

B. Request for Meeting

1. The Board and the Association shall meet for the purpose of negotiation and seeking agreement. Requests from the Association for the initial negotiating meeting shall be made in writing to the President of the Board or his designated representative. Requests from the Board shall be made in writing to the President of the Association or his designated representative.

2. Within two (2) weeks of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place not later than two (2) weeks following agreement on a date of meeting. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

C. Negotiating Team

Neither party in any negotiations shall have any control over selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counterproposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Board agrees to furnish to the Association, in response to written request, existing information concerning the financial resources of the district. The Board further agrees to furnish copies of all forms required by the state agencies such as, but not limited to: the State Department of Education and the State Department of Management. This information will be used to assist the Association to develop negotiation proposals on behalf of the employees and to fulfill its obligation to effectively represent teachers in the processing of any grievance.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definitions

1. "Grievant" is an employee, group of employees, and/or the Association filing a grievance.
2. "Grievance" is a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean bargaining unit employee work days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the appropriate administrator or administrative body fails to render a decision within the specified time limit the grievant shall take action at the next step.

B. Rights to Representation

1. If, in the judgement of the Association, a grievance exists, the Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.
2. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

3. The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involved the application or interpretation of the Agreement.

C. Individual Rights

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself, or at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

Step 1: The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within ten (10) working days following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) working days after the receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) working days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2: If the grievant is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within five (5) working days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and the Association, to take place within five (5) working days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) working days to provide his written decision, together with the reasons for the decision, to the Association.

Step 3: Binding Arbitration

- a) If the grievant is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within five (5) working days after he/she has first met with the Superintendent, he/she may, within five (5) working days after a decision by the Superintendent, or fifteen (15) working days after he/she has first met with the superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance has merit, it may, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- b) Within ten (10) working days after such written notice of submission to arbitration the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) working day period, a request for a list of seven (7) arbitrators shall be made to the PERB by either party.
- c) The arbitrator selected will confer with the representative of the Superintendent and the Association and hold hearings promptly and will issue his decision no later than thirty (30) working days from the date of the close of the hearings, or if oral hearing has been waived, then from the date the final-statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which is violative of the terms of this Agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- d) The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel, and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his/her participation in this grievance procedure.

F. Arbitrability

An arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; and in no event shall an arbitrator resolve the arbitrability of a grievance without first having heard the merits of the grievance.

G. Released Time

Released time will not be permitted during employee working hours unless an arbitrator cannot be secured for after-hours grievance meetings. Adequate time will be given administration to secure substitute teachers to replace those taking part in grievance procedures. If released time becomes necessary, employees or Association representatives taking part in arbitration hearings will suffer no loss of compensation.

H. Documentation

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V: ASSOCIATION RIGHTS

The Association and its members shall have the right to:

1. Use the school facilities for general association meetings when school is not in session and use any equipment, when such equipment is not in use. Approval for such meetings will be scheduled through the Superintendent's office and must be requested in advance of the meeting. The Association shall pay for the cost of all materials and supplies incidental to such use.
2. Distribute association material in employee mailboxes.
3. Post notices of activities and matters of Association concern on employee bulletin boards.

4. Access to Members - Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

5. Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

6. Just Cause Provision: No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional services without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

ARTICLE VI: DUES DEDUCTION

A. Authorization

Any employee may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. This request must be made prior to October 1. Employees hired after October 1 must request dues deduction prior to their first full monthly pay check. These monies will be given to the treasurer of the Association.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-eighteenth or one-sixth of total dues from the regular salary check of the employee twice each month for three months or nine months beginning in October and ending in December or June of each year.

C. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period and a listing of the employees for whom deduction was made. The association shall certify to the Board each year the amount of its lawful dues to be deducted and a list of employees who have authorized such deduction. Such certification shall include whether the employee wishes to have the deduction over a three (3) month or a nine (9) month period.

ARTICLE VII: PAYROLL DEDUCTIONS

Upon appropriate written requests from the employee, the Russell Community School District will deduct from the salary of an employee and make the appropriate remittance for annuities, savings bonds, insurance, or other plans or programs jointly approved by the Board and the Association.

ARTICLE VIII: WAGES AND SALARIES

A. Basic Salary of Employees

The salary of each employee covered by this agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Supplemental Salaries

The schedule for supplemental salaries to cover special assignments and duties is attached in Schedule B.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the Russell School district for 105 or more contract days in one school year.

Once an employee reaches the maximum step in his/her educational lane, a stipend of \$600 above the amount listed on the schedule shall be awarded as a career increment.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. For an employee to advance from one educational lane to another and receive compensation, the employee shall file suitable evidence of additional educational credit with the Superintendent no later than (30) days after the beginning of the school year. Every attempt should be made to notify the Superintendent prior to the end of the school year that it is the intention of the employee to complete the required educational hours to move horizontally on the schedule.

D. Placement on Salary Schedule

Staff members new or returning to the school district can be credited with up to all previous full-time teaching experience in a duly accredited school for placement on the salary schedule.

D. Placement on Salary Schedule

Staff members new or returning to the school district shall be credited with up to and including the fifth (5) step on the salary schedule for previous acceptable teaching experience in a duly accredited school. When hiring teachers new to the system, teaching experience interrupted by two years non-teaching will not be accepted.

E. Method of payment

1. Each employee shall be paid in 24 equal installments on the 15th and 28th of each month. Employees shall receive their paychecks in their mailboxes prior to 3:00 p.m. on the days indicated above. On days of early dismissal, paychecks shall be distributed when available.
2. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
3. Employees shall have the option of receiving all or any part of his/her earned contracted salary on the first pay period following the completion of the teacher's work year, providing the employee gives thirty (30) calendar days notice prior to the pay period and said payment shall not create a cash flow problem as determined by the administration.
4. Summer checks shall be mailed to the address designated by the employee. This address shall be given to the Board Secretary on or before teacher check-out day.

F. Extended Year Contract

The number of days in the school year shall be determined by the District at the outset of negotiations. The salary schedule is based upon 190 day school year. If the District desires to lengthen the school year, the pay for the additional days shall be negotiated with the Association upon the Board's decision to lengthen the school year.

G. Tuition Reimbursement

If any staff member is required by the Board to take specific courses to enable him/her to be certified to teach a subject, the Board shall reimburse the staff member for all costs incurred. These costs will include tuition and books.

H. Supplemental Pay

The Board and the Association agree that the extra-duty activities listed on Schedule B are official school sponsored activities. Employees in extra-duty activities shall be compensated according to the rate of pay or other stipulations specified in the master contract. The Board and the Association agree that the extra-curricular activities listed in Schedule B are covered by school insurance.

In the event that the official school sponsored activity is dropped due to the lack of student participation, compensation already paid, will be returned to the Board on a pro-rated basis. Final decision on the program will be made at the discretion of the Board.

I. Parent - Teacher Conferences

Parent-Teacher Conferences are scheduled twice during the school year. Each teacher is expected to have a conference with the parent(s)/guardian(s) for whom he/she is assigned. School will be dismissed at 1:00 pm with conferences scheduled from 2:00 pm to 7:00 pm. A compensatory day shall be granted with zero hours of instructional time on the fifth consecutive school day which shall be counted as a day of attendance as allowed in 12.1(9) Code of Iowa.

ARTICLE IX: INSURANCE

The Board agrees to provide the following insurance coverage to all employees covered by this agreement.

A. Hospital and Major Medical

The employer agrees to pay up to \$528.00 per month to the insurance carrier for twelve (12) consecutive months to be applied toward hospital and major medical insurance. The benefit specifications for the medical insurance plan shall be \$750 Deductible, with an Out-of-Pocket maximum of \$1,500/\$3,000 and an office co-payment of \$15. The prescription drug coverage shall be a \$10/\$25/\$40 plan with no out-of-pocket maximum.

The employer agrees to pay an additional \$30 per month for twelve (12) consecutive months toward family coverage for employees who have paid the family portion of the coverage through payroll deduction the previous school year.

B. T.S.A. Provision

Employees, at their option, may choose a tax sheltered annuity in the amount of \$260.00 per month, rather than the health insurance. Such choice shall be made by the end of, the first full week of the school year, and information regarding the T.S.A. program or the choice of hospital and medical insurance shall be transmitted to the district secretary.

C. Life Insurance

The school district will pay term life insurance coverage of \$50,000 for each employee under this agreement.

D. Disability

The employer agrees to provide long-term disability insurance coverage for each employee under this agreement.

E. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months beginning September 1 and ending August 31. Employees new to the District shall be covered by Board provided insurance no later than one (1) month after initial employment.

F. Description

The Board shall provide each employee a description of the insurance coverage provided herein within thirty (30) days of the beginning of the school year or date of employment which shall include a clear description of conditions and limits of coverage as provided above.

G. The Employer shall have the right at any time to procure the insurance referred to in the foregoing sections from any other reputable insurance company provided that such insurance will be comparable to the insurance coverage in effect at the time of this agreement. The employer will provide a description of such coverage to the Association and the employees. If a change in carrier is being considered, the Association will be asked for recommendations and information.

ARTICLE X: SICK LEAVE

A. Employees may use accumulated sick leave for the following: employee, spouse, mother, father, child, foster child, brother, sister, mother-in-law, and father-in-law. An individual employee may accumulate a total of 115 sick days. Once that total is earned, they will begin the new year with an additional 15 days or a total of 130 days. At the end of the new year, any additional days beyond 115 (up to a total of 10 days per year) may be put into a retirement bank for the individual. Each individual may accumulate up to a maximum of 100 days (at 10 days per year) in the retirement bank. These days will be paid at a rate of \$25 per day and only upon retirement from the Russell Community Schools and having met IPERS retirement criteria.

1. First year - 10 days
2. Second year - 11 days
3. Third year - 12 days
4. Fourth year - 13 days
5. Fifth year - 14 days
6. Sixth year and subsequent years 15 days.

Serious Family Illness or Injury limits are: If on September 1st each school year an employee has accumulated sick leave, they may use it in the following manner:

Accumulated Leave	0-30 days	=	3 days
	31-60 days	=	4 days
	61-90 days	=	5 days
	91 and beyond	=	5 plus number above 90

B. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service within the District, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein. If an employee is unable to report for duty on the first day of the new contract and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

C. Job Related Illness and Injury-Absence due to work related injury or illness will be covered by Workman's Compensation Laws.

D. Employees will be given a written accounting of their accumulated sick leave during the first semester and orally upon their request. Those employees eligible for the retirement bank will also be given a written account of total days accumulated in the bank.

ARTICLE XI: TRANSFER

VOLUNTARY TRANSFERS

A. Definition of Vacancy -- a vacancy which creates the opportunity to apply for transfer occurs when the number of positions available in the District exceeds the number of certified and qualified staff members available to teach.

A vacancy does not exist when the number of positions in a building is being reduced and it becomes necessary to assign or reassign employees. The granting of a leave of absence, by the Board for any length of time, when the teacher is expected to return, does not create a vacancy. Management reserves the right to determine if a vacancy exists.

B. The movement of an employee to a different grade level or department within either the elementary or secondary categories shall be considered a transfer.

C. Notification---The Superintendent shall deliver to the Association and post in the school building, a list of the vacancies or newly created positions which occur during the school year and for the following school year upon knowledge of vacancies. During the summer months, notice will be mailed to staff members in the payroll envelope immediately following the Vacancy. Current employees will be given an interview for all vacancies for which they qualify and request transfer, prior to the position being filled with an involuntary transfer or new hire. If the transfer is not accepted, the employee will be provided with a reason(s) in writing, within 10 working days of the decision.

D. If more than one employee has applied for a vacancy, the employer shall consider educational and experience qualifications, and seniority in the school district.

In determining which employees are to be transferred, the Employer's decision will be based equally on the following factors:

- a) Education qualifications, including certification, college hours, degrees and areas of study. Experience and abilities in teaching the subject/grade levels needed, as determined by the years of service in that subject by formal evaluation.
- b) Seniority -- of employee's length of full-time continuous service since the employee's last date of hire.

If these factors are relatively equal, in the judgement of the Employer, the employee with the greater amount of seniority in the system will be transferred.

INVOLUNTARY TRANSFER

- A. An involuntary transfer shall be made if, in the opinion of the Board, circumstances existing require the transfer of an employee from his/her present assignment, grade level, or department to another. This procedure will not be done arbitrarily or capriciously.
- B. Notice of an involuntary transfer or reassignment shall be given in writing to employees within thirty (30) days after the decision to transfer is made unless an emergency exists, in which case an employee will be given notice as soon as necessity for change is known.
- C. The Employer, in making an involuntary transfer, shall consider educational and experience qualifications and seniority in making such transfers.
- D. An employee being involuntarily transferred or reassigned shall be placed in a position which does not involve reduction in total compensation, not taking into account consideration any payment for extra-curricular activities or extended contracts.
- E. In case of an involuntary transfer, a conference will be held between the Superintendent and employee and at the employee's option, a representative of the Association. Reasons for the transfer will be given in writing.
- F. Priority in Reassignment -- a list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- G. All anticipated changes in subject matter and room assignments for the forthcoming year will be posted in the building before the end of the school year. It is recognized that the school may make such adjustments in class, subject and room assignments as may later become advisable, consistent with the needs to properly staff the education programs and utilize the physical facilities of the district. The school will make an effort to consult with the employee or notify the employee of such adjustments.

ARTICLE XII: HEALTH PROVISIONS

A. Requirements - A health examination shall be required to comply with the educational standards prepared by the Iowa Department of Education.

B. Reimbursement - The district will pay the cost of the physical up to \$60.00.

ARTICLE XIII: IN-SERVICE TRAINING

1. "In-service" training means any training other than that received by an individual in a full-time program which leads to a degree.

2. Other training means full-time training leading to a degree.

3. In the event an in-service meeting is available, the board may grant all teachers the opportunity to attend said meeting as one of the 190 contract days.

ARTICLE XIV: LEAVES OF ABSENCE

A. Bereavement Leave

Up to five (5) days leave with pay shall be allowed for each death in the immediate family: said immediate family being limited to the following relatives: spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or legal dependants. The purpose of this leave is for attendance at the funeral or other purposes directly arising out of said death.

B. Other Bereavement Leave

In case of death of any other relative or person of Unusually close personal relationship, up to one (1) day of absence may be allowed without loss of pay, for attendance at the funeral. If the funeral is over 250 miles, an additional 1/2 day may be allowed.

C. Jury and Legal Leave

Any employee called for jury duty during school hours, or who is required to appear in any Judicial proceeding, administrative proceeding, or arbitration matter, shall be provided such time. Except for the reimbursement of expenses, any fees or remuneration the employee receives during such leave shall be turned over to the Russell Community School.

D. Personal Leave

Two (2) days of personal leave will be granted each year to a teacher, non-cumulative. Any unused portion of two-day personal leave, not used at the conclusion of the school term, shall result in payment to the teacher for the unused portion based on the current substitute teacher daily rate. An employee planning to use a personal day shall notify the superintendent two (2) days in advance except in cases of emergency, which shall require no notice to be given. Personal leave may not be taken during the first or last week of school. A personal day may be taken before a holiday vacation period, however the same person may not take the same day the following year. There shall be a limit of two (2) employees who shall be gone at one time. Additional personnel may be granted leave provided suitable substitutes may be hired.

E. Religious Leave

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the Superintendent. Such leave will be taken without pay.

F. Professional Leave

Employees may be permitted to attend professional conferences, workshops, or seminars for work-related purposes, without loss of pay. Requests for such leave shall be made to the Superintendent. Wherever practicable such requests shall be made at least five (5) days in advance of the absence. The Superintendent may agree to reimburse the employee for a portion or all of such expenses of travel, meals, lodging, and registration fees in connection with such leave. Arrangements for such reimbursement will be made at the time of granting of such leave.

G. Association Leave

A leave of two (2) days with pay may be granted for two teachers to attend Association meetings. The Association will reimburse the school district for the cost of one substitute.

H. Extended Leave of Absence Without Pay

Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for one additional semester following the conclusion of the semester in which the leave commenced. All leaves without pay will be granted at the discretion of the Board of Education providing they can find a qualified and suitable replacement.

ARTICLE XV: EMPLOYEE HOURS AND WORK YEAR

A. Work year

With the exception of extended and supplemental contracts, the regular contract of employees shall be 190 days, including 180 teacher-student contract days, and five professional days to be used for in-service, conferences, preschool workshops, clerical and record keeping, or other related use as designated by the District. Five (5) paid holidays shall be recognized: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

Staff development will be set at the time of approval of the school calendar for the next school year.

B. Vacations - Holidays

On the day preceding a vacation period school shall be dismissed at 2:10 p.m. Vacation days cannot be used as make-up days for days missed due to inclement weather unless it is agreed upon by the Board and the Association.

C. Workday

The regular workday hours will be from 7:45 AM to 3:30 PM daily. on Fridays, days preceding the holidays or vacations, or early school dismissal, the employees day shall end when the buses have left the building.

D. Preparation/Break time

Preparation/break time shall be assigned to each full-time employee. At the time of initial employment, preparation time shall be jointly determined for part-time employees. This time is as follows:

a) Elementary employees, grades PK-5 shall have a minimum of 180 minutes Per week.

b) Junior high and senior high employees shall have a minimum of one (1) free period a day, or five (5) free periods a week.

c) Other employees of the negotiation unit who are not regular classroom employees shall be provided with break time to the same extent as other employees. This would include guidance counselor, instrumental music teacher, special education teachers, librarians, and Chapter 1 teachers.

E. Travel Safety

When an employee is working at school and the school is dismissed early because of the travel conditions, the employee workday shall end when the pupils are dismissed. No employee will be required to come to work if school has been cancelled because of travel conditions.

F. Lunch Break

All employees will be given twenty (20) minutes for duty-free lunch unless unforeseen scheduling problems will not allow it. Employees will have the right to leave the building, during their lunch break providing they notify the Superintendent's office before their departure.

ARTICLE XVI: EVALUATION PROCEDURE

1. The teaching performance of regular employees shall be formally evaluated at least twice during the first and second year of teaching by the appropriate principal or supervisor using the License Iowa Teaching Standards. Beyond their second year of service, teachers will be formally evaluated as deemed practical and possible by their principal. Also, a separate evaluation for extra duty work shall be conducted, as deemed necessary and practical by the appropriate principal or supervisor.
3. Evaluation of employees shall also be based on the following informal observations: records of attendance and punctuality and performance on educational duties, or supplemental duties.
4. All formal evaluation of classroom teaching will be conducted openly and with the knowledge of the teacher.
5. All formal evaluations shall be made in writing and made out in triplicate. One (1) copy will be given to the teacher, one (1) to the Superintendent, and one (1) kept by the principal. The principal will have a post-evaluation conference with the employee at least ten (10) days after the formal observation. The employee may respond to the evaluation including pointing out where the evaluation is unfair, unjust, or inaccurate, and submit a written response to the employee's evaluator. The response shall be attached to any file copy of the employee's evaluation. The employee shall be asked to sign the written evaluation. However, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation.

ARTICLE XVII: PROCEDURE FOR REDUCTION OF STAFF

The staff reduction policy shall exist for the purpose of providing an orderly systematic method to reduce staff. This may be due to declining enrollment, unavoidable budgetary limitations, or the ability to maintain programs of the district. It is understood that the Board of Education will not reduce staff capriciously.

If after due consideration, the judgement of the board determines it-is necessary to have a reduction in staff, the Employer will attempt to accomplish such reduction by attrition. In the event that the reduction cannot-be accomplished by attrition, the Employer will base its decision equally on the following criteria:

- a) Seniority: Seniority means an employee's length of full-time continuous service with the employer since the employee's first semester of hire. A part time teacher shall accrue seniority on a pro rata basis.
- b) Qualifications and certification: Qualifications means total number of college hours.
- c). Skill and ability as determined by evaluations.

Any teacher terminated pursuant to this Section shall have recall privileges to professional category that he/she was in immediately prior to said termination for two (2) year from effective date of his/her termination, provided, however, that he/she specifically requests, in writing that he/she desires to be recalled to the Russell Community School District's system.

Any teacher wishing to exercise the recall privileges shall keep the school informed of his/her current address by informing the Superintendent of Schools, in writing, of such changes in said teacher's address.

Any teacher re-employed by exercising the recall privileges shall be given his/her experience and benefits as if continuously employed with the District, provided he/she remains in teaching during the recall period. If an employee does not teach full time during the layoff period, his/her experience record will be pro-rated accordingly.

Any teacher who resigns upon request or reasons of staff reduction shall be accorded recall rights as provided by the policy.

Employees to be laid off will be notified in writing according to Sections 279.13 of the Iowa Code.

ARTICLE XVIII: RESIGNATIONS

The district has identified this section of the contract as permissive language under Chapter 20, Code of Iowa. The district is hereby exercising its right to have the item removed from the contract.

ARTICLE XIX: COMPLIANCE PROVISIONS AND DURATION

A. Separability

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

B. Printing Agreement

After mutual agreement has been reached by the Board and the Association, copies will be printed within thirty (30) days after the Agreement is signed with the expenses to be borne by the Board. The Agreement shall be presented to all employees covered by this Agreement.

C . Notices

Whenever any notice is required to be given either of the parties to this agreement to the other pursuant to the provision (s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

If by Association: to Board at Superintendent's Office,
Russell Community School, Russell, Iowa 50238.

If by Board: to Association President at the most recent address provided by the Association President to the Board.

D. Duration

This agreement regarding language shall be effective as of August 15, 2006 and shall continue in effect until August 14, 2006. The salary schedule, supplemental pay schedule, and insurance will be effective for the 2006-2007 school year only.

This agreement shall automatically continue in force from year to year except as may be amended or modified under proceedings set forth in subsequent negotiations.

The Association or School Board may request in writing to reopen for Medical Insurance and Salary Schedule at such time as the insurance exceeds 11% and/or the State Legislature makes changes to the base salary offered. The agreement may deal with a greater employer share, selection of a greater deductible plan, or agree to take bids from providers. Salary Schedule may be increased based on Legislative decision or more money made available to the District.

E. Signature Clause

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 30th day of June, 2006.

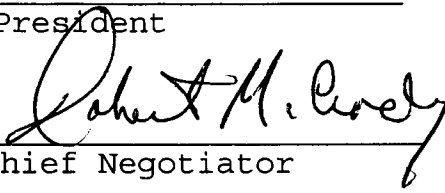
Association

Board Of Education

By _____
President

By _____
President

By _____
Chief Negotiator

By 
Chief Negotiator

STEP	BA	BA+10	BA+20	BA+36/MA
1	24800	25200	25700	26300
2	25300	25700	26200	26800
3	25800	26200	26700	27300
4	26300	26700	27200	27800
5	26800	27200	27700	28300
6	27300	27700	28200	28800
7	27800	28200	28700	29300
8	28300	28700	29200	29800
9	28800	29200	29700	30300
10	29300	29700	30200	30800
11	29800	30200	30700	31300
12	30300	30700	31200	31800
13	30800	31200	31700	32300
14	31400	31700	32200	32800
15		32300	32700	33300
16			33200	33800
17			33800	34300
18				34800
19				35400

SCHEDULE B-SUPPLEMENTAL PAY SCHEDULE 2006-2007

Supplementary Base Salary	\$21,300	
COACH/SPONSOR		
Head H.S. Football	10.0%	\$2,130
Asst. H.S. Football	4.5%	\$959
Head H.S. Volleyball	7.0%	\$1,491
Asst. H.S. Volleyball	3.5%	\$746
Head H.S. Boys Basketball	10.5%	\$2,237
Asst. H.S. Boys Basketball	4.5%	\$959
Head H.S. Girls Basketball	10.5%	\$2,237
Asst. H.S. Girls Basketball	4.5%	\$959
Head H.S. Track	7.0%	\$1,491
Head H.S. Boys Baseball	8.0%	\$1,704
Head H.S. Softball	8.0%	\$1,704
Junior High Football	3.5%	\$746
Junior High Volleyball	3.5%	\$746
Jr High Boys Basketball	3.5%	\$746
Jr. High Girls Basketball	3.5%	\$746
Jr. High Track	3.5%	\$746
Interscholastic Speech	2.5%	\$533
School Play (each)	2.5%	\$533
Yearbook Sponsor	2.5%	\$533
Vocal Music	5.0%	\$1,065
Instrumental Music	5.0%	\$1,065
H.S. Cheerleading	2.0%	\$426
J.H. Cheerleading	1.0%	\$213
Drill Squad	1.0%	\$213
Junior Class	2.5%	\$533
Athletic Director	10.5%	\$2,237
Girls Chaperone (per event)		\$17.23